

## Resolution of the City of Newark, N.J.

NO. 7R11-B (as)

Date of Adoption FEB - 3 2010

Dept/ Agency: Police

Action: (X) Ratifying (X) Authorizing ( ) Amending

Type of Service/Purpose: Labor Agreement

Entity Name: Fraternal Order of Police Newark, Lodge No. 12

Entity Address: 51 Rector Street, Newark, NJ 07102

Contract Period: January 1, 2009 through December 31, 2012

Contract Basis: ( ) Bid ( ) State Vendor ( ) Prof. Ser. ( ) EUS

( ) Fair &amp; Open ( ) No Reportable Contributions ( ) RFP ( ) RFQ

( ) Private Sale ( ) Grant ( ) Sub-recipient (X) n/a

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified by

Corporation Counsel

Title

Council Member

presents the following Resolution:

Council of the whole

WHEREAS, the Fraternal Order of Police Newark Lodge No.12 (Fraternal Order of Police Newark) has been certified by the Public Employment Relations Commission as the majority representative for certain Police Officers of the City of Newark, New Jersey, as that term is defined in the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.; and

WHEREAS, the City of Newark has negotiated in good faith with said majority representative over the terms and conditions of employment for the period covering January 1, 2009 through December 31, 2012; and

WHEREAS, as a result of the collective bargaining negotiations, the terms and conditions of employment for the aforementioned period have been imposed upon the parties and are incorporated into the Labor Agreement (Agreement) attached hereto. The Agreement shall be binding upon all employees in the unit represented by said majority representative, whether or not they are members of such representatives, as provided in N.J.S.A. 34:13A-5.3; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:

1. The Business Administrator of the City of Newark is hereby authorized on behalf of the City of Newark to execute the Agreement attached hereto.
2. The Municipal Council of the City of Newark hereby authorize and ratify this Agreement between the City of Newark and the Fraternal Order of Police Newark from the period of January 1, 2009 to the date of adoption of this Resolution by the Municipal Council.
3. The executed copy of the Agreement be filed with the Office of the City Clerk and the Public Employment Relations Commission c/o Public Sector Librarian, IMLR Library - Rutgers University, Ryders Lane and Clifton Avenue, New Brunswick, New Jersey 08903 as required by N.J.S.A. 34:13A-8.2.
4. Any modifications in health benefits provisions effectuated in the above referenced contract are hereby incorporated by referenced to this Resolution.

## STATEMENT

This Resolution authorizes and ratifies the execution of a Labor Agreement between the City of Newark and the Fraternal Order of Police Newark, covering January 1, 2009 through December 31, 2012.

Do not use space below this line

## RECORD OF COUNCIL VOTE ON FINAL PASSAGE

Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
Amador	✓				James	✓				Ramos	✓			
Bell	✓				Payne	✓				Rice	✓			
Gonzalez	✓				Quintana, Vice Pres.	✓				Crump, Pres.	✓			

✓ Indicates Vote

AB - Absent

NV - Not Voting

FEB 11 2010

Adopted at a meeting of the Municipal Council of the City of Newark, N.J.

FEB - 3 2010

President of the Council

City Clerk

CERTIFIED TO BY ME THIS

## AGREEMENT

## Between

THE CITY OF NEWARK  
NEW JERSEY

And

# FRATERNAL ORDER OF POLICE NEWARK, LODGE NO. 12

JANUARY 1, 2009

Through

DECEMBER 31, 2012

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## **PREAMBLE**

This Agreement, made the 1<sup>st</sup> day of January, 2009, by and between the CITY OF NEWARK, NEW JERSEY, hereinafter referred to as the "CITY" and the FRATERNAL ORDER OF POLICE, NEWARK LODGE No. 12, of Newark, New Jersey, hereinafter referred to as the "FOP", is designed to maintain and promote a harmonious relationship between the City of Newark and such of its employees who are within the provisions of this Agreement, in order that more efficient and progressive public service may be rendered.

## **ARTICLE 1**

### **RECOGNITION**

#### **Section 1.**

The City hereby recognizes the FOP as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all police officers of the Newark Police Department, but excluding managerial executives, craft and professional employees, superior officers, clerical employees, supervision as defined in the New Jersey Employer-Employee Relations Act, linemen, teletype operators, police property clerks, records and identification officers, and all others.

#### **Section 2.**

Unless otherwise indicated, the terms "police officers," "employee" or "employees" when used in this Agreement refer to all persons represented by the FOP in the above defined negotiating unit.

## **ARTICLE 2**

### **FOP SECURITY**

#### **Section 1.**

All employees covered by this Agreement who are members of the FOP at the time this Agreement is ratified or who hereafter become members during the term of this Agreement must retain their membership in the FOP for the duration of this Agreement, in accordance with the qualifications noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the FOP. Any member may resign from the FOP effective January 1 or July 1, in accordance with the noted requirements of N.J.S.A. 52:14-15.9e. In the event the member fails to notify the City on January 1 or July 1, of any year to cease dues deductions, such deductions shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee to the City and the FOP in writing.

Section 2.

The FOP agrees that it will indemnify and save harmless the City of Newark against any and all actions, claims, demands, losses, or expenses in any matter resulting from action taken by the City of Newark at the request of the FOP under this Article.

Section 3.

Subject to the provisions of N.J.S.A. 52:14-15.9e, upon the written authorization by an employee covered by this Agreement, the City agrees to deduct twice each month from the salary of each employee the sum certified as FOP dues and forward the sum to the FOP Treasurer and/or any other duly authorized officer.

Effective January 1, 1993, employees represented by this collective bargaining unit may only request payroll deduction for the payment of dues to no other labor organization than the duly certified majority representative. Existing written authorizations for payment of dues to any other labor organization shall be terminated. It is understood and agreed between the parties herein that this provision does not apply to any other voluntary employee organization. It is further understood that the continued applicability of this provision shall be determined by PERC Docket No. CO-95-160.

Section 4.

Beginning thirty (30) days after agreement on this contract, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require an employee to become a member of the majority representative.

Prior to the beginning of each contract year, the FOP will notify the city in writing of the amount of regular membership dues, initiation fee and assessments charged by the FOP to its own members for that year. Any changes in the representation fee structure during the contract year shall be in accordance with the above.

After verification by the city that an employee must pay the representation fee, the City will deduct the fee for all eligible employees in accordance with the Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the FOP will, as nearly as possible, be the same as those used for the deduction and transmission of regular dues to the FOP.

The City shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

The representation fee in lieu of dues only shall be available to the FOP if the procedures hereafter are maintained by the FOP.

The FOP shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the FOP that is either in

aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the FOP to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the FOP and contained in Section 5 infra.

The FOP shall submit a copy of the review system to the City. The deduction of the representation fee shall be available only if the FOP establishes and maintains this review system.

If the employee is dissatisfied with the FOP's decision, he/she may appeal to a three member board established by the Governor.

Provisions in this clause are further conditioned upon the meeting of all requirements of applicable laws.

#### Section 5.

Pursuant to N.J.S.A. 34:13A-5-4, Section 2, the FOP and the City have reached an agreement whereby the FOP shall be entitled to a representation fee in lieu of dues from all non-union member employees for services rendered by the FOP.

The representation fee in lieu of dues shall be set at an amount not to exceed eighty-five percent (85%) of the regular members' dues, fees and assessments of the FOP.

Any non-union public employee who pays a representation fee to the FOP in lieu of dues shall have the right to demand and receive from the FOP, under the procedures outlined below, a return of any portion of that representation fee which represents the non-union member's pro rata share of expenditures by the FOP that are in aid of activities or causes of a partisan, political, or ideological nature only incidentally related to the terms and conditions of such public employee or applied toward the cost of any other benefits available only to members of the FOP.

A demand for the return of that portion of the representation fee used for political and ideological activities not reasonably related to collective bargaining, contract administration and grievance resolution or applied toward the cost of any other benefits available only to members of the majority representative may be made by a non-union member assessed with said fee only in writing by certified mail, return receipt requested to President, FOP Lodge No. 12, 51 Rector Street, Newark, New Jersey 07102.

A written demand must include the name, address and social security number, of the non-union member and must identify the non-member's work location.

Said demand may be filed during the January 1 to December 31 fiscal year. However, to receive a rebate for the entire fiscal year, a non-union member must submit his/her request during the last three weeks of December. A demand received during the course of the fiscal year

will only be applied toward the remainder of said year. Demands received during the last three weeks of December will be presumed to be for the following fiscal year unless otherwise indicated.

A demand will only be valid for the following year if submitted during the last three weeks of December or if submitted during the course of the fiscal year, for the remainder of that year. Upon receipt of that demand, the portion of the non-union member's fees corresponding to an estimate of the portion of the FOP's expenditures on rebatable activities will be kept in an escrow account with interest accruing.

Each year the Executive Board will determine the amount of the FOP's expenditures on rebatable activities.

Any non-union member disagreeing with the Executive Board's determination shall have the right to appeal to the Executive Board or a hearing officer appointed by the Executive Board by filing a written appeal within 30 days of the date of receipt of the determination. The appeal should be addressed to the President. All non-union members filing such appeals, shall receive written notification of the date, site and time of the hearings for such appeals, a minimum of 10 days prior to the scheduled hearing date. At such hearings the FOP shall have the burden of proving that the portion of the representation fee demanded to be returned by the non-union member has not been used for political and ideological activities not reasonably related to collective bargaining, contract administration and grievance handling or applied toward the cost of any other benefits available only to members of the FOP. All appealing non-union members shall be accorded a full and fair hearing before the Executive Board or hearing officer. Said Executive Board or hearing officer shall consider and decide appeals from the determination of the Executive Board within a reasonable time following the filing of such appeals. All non-union members may bypass this step in the appeal procedure and appeal directly to the Board appointed by the Governor of New Jersey pursuant to N.J.S.A. 34:13A-5, 6 as set forth below.

If any appealing non-union member is dissatisfied with the action of the Executive Board or hearing officer appointed by the Executive Board, he/she may further appeal within 30 days following the decision of the Executive Board or hearing officer, to the three member board appointed by the Governor of New Jersey as provided in N.J.S.A. 34:13A-5, and pursuant to the rules and regulations promulgated by the Public Employment Relations Commission of New Jersey.

## ARTICLE 3

### BULLETIN BOARDS

#### Section 1.

Subject to prior approval of the Director, whose approval shall not be unreasonably withheld, the City shall permit the FOP reasonable use of Bulletin Boards in each District, Headquarters, and other police facilities for the posting of notices concerning FOP business and activities and concerning matters dealing with the welfare of employees.

## Section 2.

The Police Department's general bulletin boards shall not be used by any other labor organization representing employees in the same classification as those included in the bargaining unit covered by this Agreement.

## ARTICLE 4

### GRIEVANCE PROCEDURE AND ARBITRATION

#### Section 1. Purpose

(a) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

#### Section 2. Definition

The term "grievance" as used herein means any difference or dispute arising over the application or interpretation of the terms and conditions of this Agreement and may be raised by an individual, the FOP on behalf of an individual or group of individuals, or the City.

#### Section 3. Procedure

Step 1. An aggrieved employee shall institute action by submitting a written grievance, in a form mutually agreed to by the City and the FOP, under the provisions hereof, within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the employee's immediate Supervisor, for the purpose of resolving the matter informally.

Step 2. If a grievance is timely, and no satisfactory agreement is reached within five (5) days after Step # 1, then the grievance shall be submitted to the employee's commanding officer. A copy of said grievance shall also be submitted to the Police Director's office.

Step 3. If no satisfactory agreement is reached within five (5) days after Step # 2, then a conference will be arranged with the Division Commanding Officer.

Step 4. Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter will be submitted to the Bureau Chief who shall have ten (10) days to submit a decision.

The aggrieved employee has a right to representation by an official of the FOP in Steps, 1, 2, 3, and 4. The parties may, by mutual agreement, waive Steps 1, 2, 3, and 4.

Step 5. Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Director of Police who shall have ten (10) days to submit a decision.

The aggrieved employee has a right to representation by an official of the FOP in Steps 1, 2, 3, 4 and 5 above. The parties may, by mutual agreement, in writing, waive the above steps prior to Step 6 and particularly Steps 1, 2, and 3 where circumstances warrant appropriate discussion with the Bureau Chief and/or Director.

Step 6. Arbitration. Within two (2) weeks of the transmittal of the written answer by the Director, if the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

However, no arbitration hearing shall be scheduled sooner than twenty-one (21) days after the final decision is due or rendered by the Director of Police, whichever is sooner, except for emergent grievances. In the event the aggrieved elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration and an employee who elects to proceed to arbitration shall be deemed to have waived his/her right to proceed under Civil Service Law, Rules and Regulations and Procedures.

In the event of any unresolved grievance, either party may submit such grievances to the New Jersey Board of Mediation for the appointment of an impartial arbitrator in accordance with its Rules and Regulations. The arbitrator shall have the authority to hear and determine the grievance, and his decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement, and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties. Only the employer or the FOP have the right to submit a grievance to arbitration.

#### Section 4. City Grievances

Grievances initiated by the City shall be filed directly with the FOP within five (5) days, after the event giving rise to the grievance, has occurred. A meeting shall be held within ten (10) days after filing a grievance between the representatives of the City and the FOP in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.

#### Section 5. General Provisions

(a) Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself, provided notification of all meetings, steps and grievance answers are given to the FOP and the FOP is given the opportunity to be present at all steps of the grievance procedure.

(b) The steps provided for herein may be waived by mutual agreement of the parties.

(c) If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

## ARTICLE 5

### HOURS OF WORK AND OVERTIME

#### Section 1.

(a) The hours for those employees who are assigned to steady administrative or investigative shifts shall be eight (8) consecutive hours in one day and five (5) consecutive days for no more than forty (40) hours in one week.

(b) The hours for those employees other than in (a) above shall be various tours of duty worked out in schedule form and made up for no less than three (3) months in advance complying with the general concept of four (4) days or nights on duty and two (2) days or nights off duty. These employees shall for all purposes have considered as time worked the preparatory time and standby time as required in Rules and Regulations 246 and 247. Effective January 1, 1999, the aforesaid notice shall become one (1) month in advance. Effective January 1, 2000, a voluntary waiver of said notice by an employee may be used. The language of said waiver will be agreed upon by the City and the FOP.

(c) On 4-2 shifts, duty shall be extended by one half  $\frac{1}{2}$  hour per day without additional compensation. This one half hour is inclusive of the non-contractual 15 minutes of past practice, but the one half hour may be used for any purpose assigned. Detectives will be subject to working a 4-2 schedule at the discretion of the commanding officer. For all shifts, except for 5-2 shifts, on-duty days are not limited to Monday through Friday. For 5-2 shifts for detectives, schedules will include either Saturday or Sunday off. All tour changes are subject to the notification provisions of the contract.

(d) This section of the contract shall be interpreted in accordance with the decision of the Public Employees Relations Commission (P.E.R.C.) which was issued on November 11, 1985, Docket No. SN 86-9.

#### Section 2.

If any employee is required to work in excess of and in continuation of his/her regular day's shift, all time worked will be paid at time and one half (1  $\frac{1}{2}$ ) his/her regular rate of pay.

#### Section 3.

If an employee is required to work on his/her day off, time off, or vacation day, for less than four (4) hours, he/she shall be paid for four (4) hours at time and one half (1 1/2) his/her regular rate of pay. If an employee is required to work more than four (4) hours, he/she shall be paid for all the time worked at time and one half (1 1/2) his/her regular rate of pay.

Section 4.

All investigators and detectives shall receive a flat overtime allowance of one thousand one hundred (\$1,100.00) per year in lieu of overtime worked in connection with routine assignment. When, however an investigator or detective is specifically ordered to work overtime other than in the completion of routine assignment, he/she shall be paid time and one half (1 1/2) the regular rate of pay for all time worked overtime. Effective January 1, 2006, the overtime allowance for detectives is increased to one thousand three hundred fifty dollars (\$1,350.00) per year.

Section 5.

Before implementing any changes in present hours of work, the Department, with the cooperation of the FOP, shall establish an educational program for a five (5) day period whereby the Department and the FOP will make joint efforts to orient the employees covered by this Agreement concerning such changes in hours. No orientation period shall be required for tentative changes which do not affect an entire unit.

Section 6.

For purposes of overtime, whenever an employee is required to give up free time it shall be considered work. This shall include uniform inspection, pistol inspection, schools, courses and meetings.

Section 7.

All employees who find it necessary to submit Court Time and Overtime forms, as indicated above, shall retain a copy of these slips for their own records after same has been countersigned by the superior checking the report. On form # 1600, Overtime Report, the employee shall retain for his/her own record, the second copy which is of yellow color and marked "Division Command Copy". The Division shall retain in its files only a copy of the Administrative Report that accompanies the overtime form. On form #1699, Court Time, the employee shall retain for his/her own record, the second copy which is gold and presently marked "Computer Copy." When the present inventory of forms DPI: 1600 and DPI: 1699 is depleted, the Property Room shall reorder forms 1600 and 1699, changing copies marked "Division Command Copy" and "Computer Copy" to read "Employees Copy."

Overtime and/or Court Time payments shall be made no later than four (4) weeks from the date the overtime and/or court time request for payments are submitted to the police officer's command.

Section 8.

Each employee shall be granted a lunch break not to exceed twenty (20) minutes during each eight hour tour of duty. This break shall be taken provided, however, that the employee shall remain on call during said break and shall immediately respond to any priority call for assignment which may arise. Employees assigned to the desk in any of the four (4) Districts or the Emergency Squad, or the Detective Bureau Main Desk or the Headquarters Information Desk

shall be granted the aforesaid twenty (20) minutes lunch break provided, however, that said employees shall remain in the building and shall immediately respond to any call or assignment which may arise during the break.

Any employee denied the meal period by the immediate supervisor or by Central Communications shall be credited with compensatory time off. An appropriate form for credit under this section shall be developed by the Department.

#### Section 9.

Police Officers including Communications Division, shall receive a Stress/Shift Differential Pay Allowance of \$900.00 per year, payable quarterly or a prorata share of said sum. Effective January 1, 2007, the Stress/Shift Differential Pay Allowance is increased to One thousand two hundred dollars (\$1,200.00) per year. The aforesaid Stress/Shift Differential Pay Allowance shall be paid accordingly provided that the Police Officer, including the Communication Division is:

- (a) permanently assigned to work on a rotating shift basis; or
- (b) permanently assigned to work steady shifts, the starting time of which does not begin between the hours of 5:45 A.M. and 12:00 noon.

Those police officers who are temporarily assigned to work a shift as stated in (a) or (b) shall receive a pro rata share of the monthly allowance, based on the length of time they serve in said capacity.

#### Section 10.

Police Officers who are members of either the Bomb Squad or the Emergency Response Team ("ERT") shall receive an annual stipend of \$4,000.00, payable quarterly, or a pro rata share of said sum.

Police officers who are members of either the Bomb Squad or Emergency Response Team ("ERT") when designated on call shall receive one and one-half (1 1/2) hours compensatory time for each and every on call assignment. A police officer shall not, however, receive more than one such compensatory time payment for each twenty-four (24) hour period commencing with the starting time of the police officer's last scheduled tour of duty. This payment shall be in addition to any recall pay required by this agreement.

#### Section 11.

All police officers who are assigned a canine shall receive an annual stipend of \$2,000.00, payable quarterly, or a pro rata share of said sum for the care, maintenance and handling of dogs assigned to them in accordance with said assignment. The City shall continue to provide food and veterinarian services, and any other costs of maintenance as needed for the health of the dogs. The stipend provided herein will be provided to each police officer assigned a canine in addition to any other stipend said employee may be entitled to receive. In addition, said police officers shall also be assigned a motor vehicle.

Section 12.

For training purposes, any police officer working a midnight tour of duty shall be given the option of changing his/her schedule to a tour designated for training by the Department. The tour change option shall be exercised by the officer, upon notification of the training assignment by the Department. Police officers shall be provided no less than thirty (30) days notice of the scheduling of any such training. At the completion of training, the officer shall return to the midnight tour of duty, with no further obligation to provide him/her with another 30-day notice as contemplated in Article 5, Section 1(b) of the collective bargaining agreement. Working on the training tour shall not create an entitlement to overtime and the provisions of Article 5 sections 3 and 6 shall not apply to this clause.

Section 13.

There shall be no pyramiding of overtime pay provided for in Article 5, Section 3, Article 6, Section 1, or in any other Article or Section of this Agreement. In the event that an employee is required to work as contemplated in more than one of the foregoing sections on the same calendar day, the greater four hour period will apply. However, in the event that the employee is required to work for more than the four hour period, said employee will be paid at the overtime rate for all hours in excess of the four hour period. The City and the FOP will draft a mutually acceptable overtime form that will obviate the need for multiple overtime forms for situations such as that described herein. It is recognized that the above language was designed to prohibit pyramiding of overtime and that there was no intent to impact upon the payment to be made to any bargaining unit employee who is required to return to work at a later time that same calendar day.

Section 14.

All compensatory time, including on-call time, exclusive of Article 18, accrued on or after January 1, 2010 by employees shall be used or paid out, with appropriate payroll documentation, within 24 months of accrual. Employees shall have the option to use their compensatory time, subject to the department's requirements, or be paid out at the current rate of pay at the time of payment.

**ARTICLE 6**

**COURT TIME**

Section 1.

If an employee is required to appear in any court, judicial or administrative proceeding in connection with his/her duties in the Department on a day off, time off or vacation day, he/she shall be paid at time and one half (1 1/2) for a minimum of three (3) hours with additional time to be paid at time and one half (1 1/2) after rounding up to the next half hour.

Section 2.

Court time payment shall be made no later than four (4) weeks from date the court time request for payment is submitted to the police officer's command.

**ARTICLE 7**

**HOLIDAYS**

Section 1.

The following shall be considered legal holidays during the term of this Agreement:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Washington's Birthday
5. St. Patrick's Day
6. Good Friday
7. Easter Sunday
8. Memorial Day
9. Flag Day
10. Independence Day
11. Labor Day
12. Columbus Day
13. Veteran's Day
14. Thanksgiving Day
15. Christmas Day
16. In Lieu of Birthday

Section 2.

As of January 1, 2010, all holidays shall be calculated as an hourly component of salary and longevity and shall be included in bi-weekly salary checks. The holiday component of the base salary shall not be used in computation of overtime (Article V), Court Time (Article VI) nor shall the holiday component be included in any computations performed in accordance with the Fair Labor Standards Act requirements or in the computation of any other fringe benefits referred to in this Agreement.

As of January 1, 2010, the practice of crediting employees with 3 days of compensatory time in lieu of holidays shall cease.

All previous holiday time accumulated shall remain in effect. As in the past, denial of time off for the aforesaid compensatory days shall not exceed two (2) years successively and administration offices shall remain open on the holidays specified in Section 1 of this Article.

The Administrative Office shall remain open on holidays.

Section 3.

Holiday pay shall be based on salary and shall include longevity. The aforesaid holiday pay benefit shall apply to all paid holidays. The practice of crediting employees with three (3) holidays of compensatory time in lieu of holidays shall cease. Holiday pay shall not be used in computation of overtime, court time or any other fringe benefits referred to in this Agreement

## **ARTICLE 8**

### **LONGEVITY**

Section 1.

All employees of the police department covered by this Agreement, for long and faithful service, shall be paid longevity payments on a pro-rated basis with each earned salary check during the calendar year at the percentage of his/her permanent salary to be computed as follows:

First Step: On the anniversary date which represents the commencement of the 5th year of service and every anniversary date thereafter- 4%.

Second Step: On the anniversary date which represents the commencement of the 10th year of service and every anniversary date thereafter- 6%.

Third Step: On the anniversary date which represents the commencement of the 15th year of service and every anniversary date thereafter- 8%.

Fourth Step: On the anniversary date which represents the commencement of the 20th year of service and every anniversary date thereafter- 10%.

Fifth Step: On the anniversary date which represents the commencement of the 25th year of service and every anniversary date thereafter- 12%.

Sixth Step: On the anniversary date which represents the commencement of the 30th year of service and every anniversary date thereafter- 14%.

Section 2.

Longevity credits shall be based on the permanent salary received by the employee as of January 1, of the current year. Longevity pay shall be calculated each January 1, and if applicable, on each employee's anniversary date, in accordance with the longevity pay schedule as enumerated in Section 1.

Section 3.

All other terms and conditions for the accrual of all payments of longevity as set forth in Ordinance 6 S&FH, adopted November 2, 1966, as amended shall remain in full force and effect.

## **ARTICLE 9**

### **CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE**

#### **Section 1.**

All employees of the department covered by this Agreement shall be entitled to an annual allowance of One Thousand Dollars (\$1,000.00) , payable the first non-payday Friday in December of each year. Employees who retire from the Department shall be entitled to a pro-rated clothing allowance to the date upon which they submit their retirement for the year in which such retirement is submitted. Employees who are honorably separated from the Department shall be entitled to a pro-rated clothing allowance to the date of such separation for the year in which such separation occurs.

#### **Section 2.**

Police officers who are members of either the mounted squad or the motorcycle unit shall receive an annual stipend of \$575.00 in addition to the payment set forth in Section 1 of this Article.

## **ARTICLE 10**

### **HEALTH INSURANCE AND LIFE INSURANCE**

#### **Section 1.**

The City agrees to continue to provide Health Insurance coverage during the lifetime of this Agreement for all active employees and their eligible dependents in accordance with the current health benefits plan: Blue Cross Hospitalization; Blue Shield P.A.C.E. (Performance And Cost Effectiveness) Medical Surgical Plan; Blue Cross Rider J (\$400.00 annually); Medical and Accidental Emergency Room Riders; and Horizon Major Medical.

Effective January 1, 2000, Blue Cross/Blue Shield Patient Admission Review and the Blue Cross/Blue Shield Select Network shall be established, as those programs are administered under the present insurance practice conducted by Blue Cross/Blue Shield of New Jersey.

All active employees and their eligible dependents shall be provided with an individual \$500,000.00 lifetime maximum on their Major Medical Coverage.

The City agrees to provide the Blue Cross Out-Patient Inter Plan Rider for active employees.

For the purpose of the health and medical benefits outlined in this section, dependent coverage for eligible children shall be as follows:

The Blue Cross Hospitalization Plan and the Blue Shield P.A.C.E. Medical-Surgical Plan benefits shall cover eligible dependent children until the end of the calendar year in which their twenty-third (23rd) birthday occurs. The Horizon Major Medical benefit shall cover eligible

dependent children until the date on which their nineteenth (19th) birthday occurs unless both of the following conditions are met: (a) the child is wholly dependent upon the employee for support and maintenance, and (b) the child is enrolled as a full time student in an educational institution; in which case eligible dependent children shall be covered until the date on which their twenty-third (23rd) birthday occurs.

Effective January 1, 1990, the said dependents of active employees shall be covered up to the date on which their twenty-third (23rd) birthday occurs.

Effective January 1, 2007, all health insurance benefits provided to employees and their eligible dependents shall be subject to a \$250 annual deductible.

Effective January 1, 2007, or as soon thereafter as implemented, a \$10.00 per month payroll deduction contribution toward retirees' health benefits shall be established for active employees.

Effective January 1, 2007, increase the major medical maximum lifetime benefit for active employees to \$1,000,000.00.

Effective June 1, 2009, the City agrees to increase major medical coverage from a \$1,000,000.00 lifetime maximum to an unlimited lifetime maximum for active employees and those non-Medicare eligible employees that retire on or after June 1, 2009. The major medical deductible shall be two hundred and fifty dollars (\$250.00).

## Section 2.

The City agrees to provide to the spouse and eligible dependent(s) of an active employee who is killed in the line of duty all of the health benefits of an active employee as set forth in this article. These benefits shall terminate in accordance with the applicable dependent coverage limitations, or upon the dependent spouse re-marrying.

Effective January 1, 2009, there shall be a twenty-five thousand dollar (\$25,000.00) payment to the spouse or civil partner, or if the spouse or civil partner is deceased, the eligible dependents or estate, if an employee is killed in the line of duty as determined by the New Jersey Department of Treasury, Division of Pensions and Benefits.

## Section 3.

Eligible retirees, with twenty-five years of continuous service, who retired on or prior to June 30, 1980, and their qualified dependents shall be entitled to: Blue Cross Hospitalization Plan; Blue Shield 14-20 Medical Surgical Plan; and Aetna Major Medical Plan. Said Coverage is to continue until such time as the retiree attains age sixty-five and is thereby eligible for coverage under Medicare as described infra.

Eligible retirees, with twenty-five years of service, who retired on or after July 1, 1980, and their qualified dependents shall be entitled to: Blue Cross Hospitalization Plan; Blue Shield 14-20 Medical Surgical Plan; Rider "J" (\$125.00 annual allowance); Medical and Accidental

Emergency Room Riders; and Horizon Major Medical Plan. Said coverage is to continue until such time as the retiree attains age sixty-five and is thereby eligible for coverage under Medicare.

Effective January 1, 2000, eligible retirees with twenty-five years of service, who retire on or after January 1, 2000, and their eligible dependents shall be entitled to Blue Shield P.A.C.E. (Performance and Cost Effectiveness) Plan.

Effective January 1, 1991, eligible retirees with 25 years of service, who retire on or after January 1, 1991, and their eligible dependents shall be provided with Blue Cross Out-Patient Inter-Plan Rider.

Eligible retirees, with twenty-five (25) years of service, who retire on or after January 1, 1988, and their eligible dependents, shall be provided with an individual \$250,000.00 lifetime maximum on their Major Medical coverage.

Effective January 1, 1991, eligible retirees with twenty-five (25) years of service, who retire on or after January 1, 1991, and their eligible dependents shall be provided with an individual lifetime maximum of \$500,000.00 on their Major Medical Coverage.

For the purpose of the health and medical benefits outlined in this section, dependent coverage for eligible children shall be as follows: The Blue Cross Hospitalization Plan and the Blue Shield 14-20 Medical – Surgical Plan benefits shall cover eligible dependent children until the end of the calendar year in which their nineteenth (19th) birthday occurs. The Blue Shield 14-20 Medical – Surgical Plan and Horizon Major Medical Plan benefits shall cover eligible dependent children until the date on which their nineteenth (19th) birthday occurs unless both of the following conditions are met: (a) the child is wholly dependent upon the retiree for support and maintenance, and (b) the child is enrolled as a full time student in an educational institution; in which case eligible dependent children shall be covered until the date on which their twenty-third (23rd) birthday occurs.

Eligible retirees, defined as eligible retirees who retired on or before December 31, 2006, and their qualified dependents who receive Social Security checks and have earned Medicare Part A, upon proper notification to the City, shall be reimbursed for Medicare Part B payments.

Those eligible retirees, defined as eligible retirees who retired on or before December 31, 2006, who do not receive a social security check, upon proper notification to the City, shall be provided with Medicare Part B at the City's expense.

Those eligible retirees who have not earned sufficient Social security credits to receive Medicare Part A, upon proper notification to the City, shall be provided with equivalent hospitalization coverage at the City's expense.

Additionally, all eligible retirees shall be provided with supplemental coverage for Medicare Part A (or its equivalent) and those eligible retirees who retired on or before December 31, 2006 shall be provided with Medicare Part B, at the City's expense.

All health insurance benefits provided to retirees who retire on or after January 1, 2007, and their eligible dependents, shall be subject to a \$250 annual deductible.

For retirees who retire on or after January 1, 2007, increase the major medical maximum lifetime benefit to \$1,000,000.00.

Effective June 1, 2008:

- All Medicare (Parts A and B) eligible retirees and their eligible dependents (legal spouse or eligible Civil Union partner) will be ineligible for the City's traditional retiree health plan offered by Horizon Blue Cross Blue Shield of New Jersey (hospitalization/med-surgical).
- All Medicare (Parts A and B) eligible/enrolled retirees and their eligible/enrolled spouse or Civil Union partner who are entitled to City funded retiree health benefits will be entitled to enroll in the contracted carrier provided Medicare retiree plan. The City agrees to assume the full employer billed cost of the carrier provided Medicare retiree plan for the eligibly enrolled population.
- The City will no longer provide a separate Medicare supplemental retiree health insurance plan for Medicare eligible retirees or their Medicare eligible dependents. The carrier provided Medicare retiree plan will be the sole employer sponsored retiree health benefit plan for all Medicare eligible retirees and their eligible spouse/Civil Union partners.
- The enrollment under the carrier provided Medicare retiree plan will be based on single member enrollment. Therefore, the eligible retiree and eligible spouse/Civil Union partner will be provided with separate enrollment under the carrier provided Medicare retiree plan.
- All confirmed Medicare ineligible (based on notification from Medicare indicating Part A benefit is not "premium free") retirees and their spouse/Civil Union partner will be entitled to the traditional retiree health plan.
- Eligible retiree's entitlement under the carrier provided Medicare retiree plan will continue for the remainder of the retiree's life.
- All City sponsored health benefit coverage for the spouse, Civil Union partner and dependent children will cease immediately upon the retiree's death.
- Medicare eligible retirees that reside outside of the 50 States are ineligible to participate in the carrier provided Medicare retiree plan. Traditional retiree plan entitlement will continue for retirees, their spouses and eligible Civil Union partners that have permanent residence outside of the 50 States.
- Retirees and their eligible spouse that are at least age 65 but ineligible (based on notification from Medicare) for Medicare Part A or B must submit the original notification letter they received from Medicare to the City. These retirees will be

ineligible to enroll in the carrier provided Medicare retiree plan and must remain in the traditional retiree plan.

- Traditional retiree plan entitlement will continue for dependent children of the Medicare eligible retiree.
- Uninterrupted member enrollment in the carrier provided Medicare retiree plan is contingent upon timely Part A/B premium payments to Medicare which are made by the Medicare eligible retiree and spouse.
- If reenrollment in the carrier provided Medicare plan is required, the enrollment will be subject to the established enrollment periods provided for the City subscribers and their eligible dependents.
- The Medicare Part B reimbursement entitlement is contingent upon the entitlement reflected in the union.

Effective June 1, 2009, the City agrees to increase major medical coverage from a \$1,000,000.00 lifetime maximum to an unlimited lifetime maximum for active employees and those non-Medicare eligible employees that retire on or after June 1, 2009. The major medical deductible shall be two hundred and fifty dollars (\$250.00).

#### Section 4.

Effective January 1, 1987, all eligible employees who retired on or after January 1, 1980, on an accidental disability retirement with less than twenty-five years of service shall receive the same health benefits as those members who retire on or after January 1, 1987, with twenty-five years of service as set forth in this Article.

Effective January 1, 1987, members who retire on an ordinary disability retirement shall receive the same health benefits as those members who retire on or after January 1, 1987, with twenty-five (25) years of service as set forth in this Article.

#### Section 5.

The City reserves the right to change insurance carriers during the lifetime of the Agreement so long as substantially similar benefits, but no less than those presently in effect are provided by the new carrier. The City shall notify the FOP if such change is made. In any event there shall be no interruption of medical benefit coverage for employees and their eligible dependents.

#### Section 6.

Each active permanent employee covered by this Agreement shall be covered by a Ten Thousand Dollar (\$10,000.00) Life Insurance Death benefit to be insured by a reputable insurance company or at the City's sole option on a self-insured basis by the City itself. In

addition, the City shall provide either on a self-insured basis or through a reputable insurance carrier, a Twenty-Thousand Dollar (\$20,000.00) Accidental Death and Dismemberment coverage.

Effective January 1, 2000, the Ten Thousand Dollar (\$10,000.00) Life Insurance Death Benefit and the Twenty Thousand Dollar (\$20,000.00) Accidental Death and Dismemberment benefit shall be terminated.

#### Section 7.

The aforesaid Life Insurance Death benefit shall reduce to a total of One Thousand Five Hundred Dollars (\$1,500.00) for all employees upon retirement.

Effective January 1, 2000, the aforesaid Life Insurance Death benefit for employees who retire on or after January 1, 2000, shall terminate.

#### Section 8.

Said Life Insurance Death Benefit Coverage shall apply only to employees of the City of Newark and not their eligible dependents.

#### Section 9.

Any contract of insurance purchased by the City pursuant to Sections 1 through 7 of this Article, shall be administered in accordance with the underwriting rules & regulations of the insurance carrier. The City's liability shall be limited to the provisions of the carrier's contract.

#### Section 10.

The City will provide a prescription plan (with a \$1.50 co-payment, per prescription) for active employees and their eligible dependents until the end of the calendar year in which their twenty-third (23rd) birthday occurs.

The prescription co-pay shall be \$5.00 per prescription for non-generic drugs.

Effective January 1, 2007, or as soon thereafter as implemented, the prescription co-pays shall be increased to \$5.00 for generic drugs and \$10.00 for non-generic drugs.

#### Section 11.

Eligible retirees with twenty-five (25) years of service, who retired on or after January 1, 1985, and their spouses and eligible dependents (dependent coverage for eligible children shall apply until the end of the calendar year in which the child's nineteenth (19th) birthday occurs) shall be entitled to a prescription plan with a \$1.50 co-payment per prescription; and coverage shall continue until such time as the retiree attains the age of sixty-five (65) years.

Eligible retirees with twenty-five (25) years of service, who retire on or after January 1, 1987, and their spouses and eligible dependents (dependent coverage for eligible children shall

apply until the end of the calendar year in which the child's twenty-third (23rd) birthday occurs) shall be entitled to a prescription plan with a \$1.50 co-payment per prescription; and coverage shall continue until such time as the retiree attains the age of sixty-five (65) years.

Eligible retirees with twenty-five (25) years of service, who retire on or after January 1, 1988, and their spouses and eligible dependents (dependent coverage for eligible children shall apply until the end of the calendar year in which the child's twenty-third (23rd) birthday occurs) shall be entitled to a prescription plan with a \$1.50 co-payment per prescription; and without an age limitation on the retiree.

Eligible retirees with twenty-five (25) years of service, who retire on or after January 1, 2000, and their spouses and eligible dependents (dependent coverage for eligible children shall apply until the end of the calendar year in which the child's twenty-third (23rd) birthday occurs) shall be entitled to a prescription plan with a \$1.50 co-payment and a \$5.00 co-payment for non-generic drugs; and without an age limitation on the retiree.

Effective January 1, 2007, or as soon thereafter as implemented, the prescription co-pays shall be increased to \$5.00 for generic drugs and \$10.00 for non-generic drugs for retirees who retire on or after January 1, 2007.

#### Section 12.

The City will provide a dual choice dental plan for active employees and their eligible dependents at the current level of benefits. Dependent coverage for eligible children shall apply until the end of the calendar year in which the child's twenty-third birthday occurs.

Effective January 1, 2010, the City will provide a dual choice dental plan of \$1,500.00 per year for active employees and their eligible dependents.

#### Section 13.

Eligible retirees with twenty-five (25) years of service, who retired on or after January 1, 1981, and their eligible dependents (dependent coverage for eligible children shall apply until the end of the calendar year in which the child's twenty-third (23rd) birthday occurs) shall be entitled to a dual choice dental plan at the current level of benefits; and coverage shall continue until such time as the retiree attains the age of seventy (70) years.

#### Section 14.

In the event that legislation is enacted to provide retirement after twenty (20) years of service for police officers, the City of Newark agrees, upon request for the Fraternal Order of Police, Lodge No. 12, to renegotiate the applicability of providing health and life insurance benefits currently enjoyed by employees with twenty-five (25) years of service to those employees with twenty (20) years of service.

Section 15.

Any contract of insurance purchased by the city pursuant to Sections 10 through 13 of this Article, shall be administered in accordance with the underwriting rules and regulations of the insurance carrier. The City's liability shall be limited to the provisions of the carrier's contract.

Section 16.

The mandatory second surgical opinion plan excluding all medical emergencies shall be a part of the uniform medical plan affecting police officers.

Section 17.

Cash Waiver Incentive Program. Effective January 1, 2007, implement a voluntary cash waiver incentive program, by which employees would receive a pro-rata payment equal to 10% of the annual premium for each benefit plan that is waived at the end of the calendar year, so long as proof of alternative coverage is submitted. If an employee who is the spouse of another City employee must waive his/her spouse's plan by virtue of the clause below, the pro-rata payment shall be equal to 5% of the annual premium. In all cases, the annual payment shall be made in December of any calendar year. In the event of divorce, or loss of alternate coverage, the employee who voluntarily waived his/her cash payment will be allowed to re-enroll in the benefit plans effective the first day of the following month and receive a pro-rata share of the annual premium payment in December of that given year, so long as proof of the loss of alternate coverage is submitted.

Section 18.

Effective January 1, 2007, when an employee who is represented by this bargaining unit is married to another City employee, only one spouse shall be entitled to be a subscriber under any benefit plan offered by the City, and the other spouse shall be entitled to dependant coverage under the plan of the subscriber spouse. If the benefit plans of the labor contract(s) are equal, the subscriber shall be the employee with the earliest date of birth in the calendar year. If the benefit plans under the two labor contracts differ, the contract with the higher benefit level will prevail. When one employee retires, the remaining active employee becomes the primary subscriber; the retiring spouse becomes the dependant. When they are both retired and one spouse dies, the retiree will be allowed to enroll as a primary subscriber for the benefit plans to which he/she is entitled. In the event of divorce or the death of the primary subscriber, the dependant shall be allowed to enroll for the benefit plans to which he/she is entitled.

Section 19.

Effective January 1, 2007, dependent coverage for active employees, and those active employees who retire on or after January 1, 2007, is extended as follows: Where the dependent coverage applies to dependents to age 23, it shall remain in effect through the end of the calendar year in which the dependents 23<sup>rd</sup> birthday occurs so long as (a) the dependent is wholly dependent upon the active employee or retiree for support and maintenance and (b) the child is enrolled as a full-time student in an educational institution.

## ARTICLE 11

### VACATIONS

#### Section 1.

The vacation period for all employees covered by this Agreement shall begin on January 1, of each year and continue in effect until December 15. The following schedule shall be observed:

Less than 1 year police officers:

Effective February 1, 1987; 1.36 working days for each month of service as of February 1st.

Effective February 1, 1988, 1.45 working days for each month of service as of February 1st.

More than 1 year:

Effective January 1, 1987, twenty-four (24) working days.

Effective January 1, 1988, twenty-five (25) working days.

Effective January 1, 2000, twenty-six (26) working days for employees who have completed nineteen (19) calendar years of service.

#### Section 2.

Vacation shall be chosen by all police officers of the Department in order of seniority in rank of their unit.

#### Section 3.

For those employees hired on or after January 1, 2000, the following vacation schedule will apply:

From commencement of employment through the completion of five (5) calendar years of service, eighteen (18) working days;

After completion of five (5) calendar years of service and up to the completion of fifteen (15) calendar years of service, twenty-two (22) working days;

After completion of fifteen (15) calendar years of service and up to the completion of nineteen (19) calendar years of service, twenty-five (25) working days;

After the completion of nineteen (19) calendar years of service and thereafter, twenty-six (26) working days.

#### Section 4.

Effective January 1, 2010, each employee shall be entitled to designate up to five (5) vacation days as single use vacation days which shall be taken within that calendar year with the approval of the Commanding Officer. The entitlement shall be allowed as follows:

From commencement of employment through the completion of five (5) calendar years of service, three (3) vacation days may be used as single-use vacation days;

After completion of five (5) calendar years of service and up to the completion of fifteen (15) calendar years of service, four (4) vacation days may be used as single-use vacation days;

After the completion of fifteen (15) calendar years of service and thereafter, five (5) vacation days may be used as single-use vacation days.

## ARTICLE 12

### LEAVE OF ABSENCE

#### Section 1.

Any employee may be granted, with the approval of the Director of the Department, leave without pay up to a maximum of six (6) months, provided a request for such leave be made of the officer in charge at least two weeks in advance of the date for which such leave is desired except in the event of emergency, in which case only reasonable notice for such request shall be required. Request for leave without pay shall not be unreasonably denied. All leave requests are subject to the ultimate approval of the Business Administrator.

#### Section 2.

Leaves of Absence beyond a total consecutive maximum period of six (6) months may be granted only by the approval of the Director, Business Administrator or Mayor, which approval may not be unreasonably denied. No further renewal will be granted except upon approval by the Department of Civil Service.

### Section 3. APPLICATION FOR DEATH LEAVE

Application for Death Leave shall be executed by an employee on the form provided in which shall be stated the specific relationship between the deceased and the employee and the days in which he/she shall be absent. It shall be incumbent upon the commanding officer granting this leave to verify the death of the deceased and the relationship of the subordinate to the deceased.

## **ARTICLE 13**

### **FUNERAL LEAVE**

#### **Section 1. Death In The Immediate Family**

Any employee covered by this Agreement, on application to his/her commanding officer, shall be granted five (5) consecutive day's leave of absence and shall suffer no loss of regular pay on the death of wife, husband, father, mother, stepmother, stepfather, father-in-law, mother-in-law, son, daughter, step-son, step-daughter, brother, brother-in-law, sister, sister-in-law, step-brother, step-sister, grandfather, grandmother, spouse's grandparents and civil union partner. In special or unusual circumstances, the commanding officer may grant additional time off, at his/her discretion.

#### **Section 2. Leave Of Absence In Special Cases**

In special or unusual cases, a commanding officer may allow a police officer to attend a funeral or memorial service for someone other than those persons enumerated in Section 1. The intent of this provision is to cover the situation in which someone other than the immediate kin has raised the police officer, or has had a very close relationship with the officer.

## **ARTICLE 14**

### **SICK AND INJURED LEAVE**

#### **Section 1.**

The present Sick & Injured Leave policies shall remain unchanged during the term of this Agreement, except that the Director or his/her designee may, at his/her discretion, require medical certification where it is believed Sick or Injured Leave is being abused.

## **ARTICLE 15**

### **FOP BUSINESS LEAVE**

#### **Section 1.**

The members of the FOP Negotiating Committee, not to exceed four (4) in number, shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the City and the FOP for the purpose of negotiating the terms of the Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

#### **Section 2.**

A representative of the FOP (The FOP President or his/her designee) shall be granted time off from duty and shall suffer no loss of regular pay for all meetings between the City and the FOP for the purpose of processing grievances, when such meetings take place at a time during which such FOP representative is scheduled to be on duty.

Section 3.

The Executive Board of the FOP comprised of twenty-three (23) officials plus one (1) delegate for every fifty (50) members, (excluding superior officers) not to exceed a total of fifty (50) employees, shall be granted time off from duty, provided it does not unduly interfere with the operation of the Department, and shall suffer no loss of regular pay for the meetings of the Executive Board and the meetings of the FOP when such take place at a time when such officers are scheduled to be on duty. "Meetings" is defined to mean the regular monthly meeting and any Emergency Meetings, not to exceed three Emergency Meetings per year.

The Union agrees to provide the City within ten (10) days subsequent to the FOP election, a list of Executive Board members and delegates. Any revision to said list will be communicated through writing to the Police Director.

Section 4.

The FOP agrees to use every effort to schedule meetings so as to minimize the number of employees granted time off from duty. It is understood such time off refers solely to the time period required to attend such meetings.

Section 5.

The Executive Board of the FOP, consisting of twenty-three (23) officials plus one (1) delegate for every fifty (50) members, not to exceed a total of fifty (50) members, shall be granted time off from duty, provided it does not unduly interfere with the operation of the Department and shall suffer no loss of regular pay to attend an annual FOP Convention (maximum four (4) working days). However, those employees who are on an administrative tour of duty, i.e., five (5) on two (2) off, may submit a request to the Police Director for a fifth day that shall not be unreasonably denied. The FOP shall notify the Police Director at least sixty (60) days prior to the annual FOP Conventions concerning dates of such convention and the names of the appointed delegates.

## **ARTICLE 16**

### **TEMPORARY ASSIGNMENTS**

Section 1.

When an employee is assigned to perform the duties of a higher rank for four (4) hours or more, the employee so assigned shall be paid the rate of the first step of the higher position for the time he/she is so assigned.

Section 2.

Whenever assignments and reporting times are changed, the employee shall be notified at least twenty-four (24) hours in advance except in an emergency situation.

## **ARTICLE 17**

### **MILITARY CLAUSE**

All employees covered by this Agreement shall be entitled to all rights under Federal and State statutes pertaining to military service.

## **ARTICLE 18**

### **ACCRUED COMPENSATORY TIME**

#### **Section 1.**

Any employee covered by this Agreement shall earn three (3) calendar days for each year of service which will be accrued as compensatory time leave up to a maximum of seventy-five (75) calendar days. Such leave will be granted to employees upon honorable separation from the Department after a minimum of fifteen (15) years of service.

#### **Section 2.**

All monetary benefits that have accrued to an employee and would have been payable during his/her active employment shall, upon the employee's demise, be paid prorata where applicable under the contract to his/her estate provided that such payment is deemed lawful by the City's Corporation Counsel.

#### **Section 3.**

Effective January 1, 1985, employees covered by this Agreement shall elect, upon separation from the Department, the option of receiving wages and other benefits due them in a lump sum equal to the cost to the City for such wages and other benefits had the employee remained on the payroll to receive same.

That the aforesaid lump sum payment be made on the date of separation. In the event an employee who elects the lump sum option is entitled to wage and other benefits during two fiscal years, two lump sum payments shall be made; the first, in an amount equal to the wages and benefits to which the employee would have been entitled for the year of separation and the second, in an amount equal to the wages and benefits to which the employee would have been entitled for the year subsequent to separation had he/she remained on the payroll. The first payment shall be made upon separation and the second payment shall be made in the second week of January of the subsequent year.

The aforesaid lump sum option shall be prospective only.

## **ARTICLE 19**

### **PERSONAL BUSINESS**

#### **Section 1.**

Any employee wishing to utilize personal business days provided in the 1976-77 Agreement must make application for same in accordance with departmental rules and regulations. Such days shall not be used to extend vacations.

#### **Section 2.**

The aforementioned personal business days must be utilized, if at all, by the employee during his/her active employment with the City and prior to the commencement of terminal leave or retirement. The employee shall receive no cash benefit for any of the aforementioned days.

## **ARTICLE 20**

### **SENIORITY**

#### **Section 1.**

The traditional principles of seniority shall apply to employees covered by this Agreement. Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or a bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon. Seniority shall be lost and employment terminated if any of the following occur:

- a) Discharge
- b) Resignation
- c) Absence of five (5) consecutive days without leave or notice of justifiable reason for failing to give same.

Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the employee to disciplinary action. The interpretation and application of this Article shall be in conformity with all applicable statutes and rules & regulations.

#### **Section 2.**

The Director shall establish a seniority list which shall be updated on or about January 1, of each year and thereafter posted in each command with a copy sent to the Secretary of the FOP.

#### **Section 3.**

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority. Employees shall be reinstated according to seniority.

## **ARTICLE 21**

### **MAINTENANCE OF STANDARDS**

All rights, privileges and benefits existing prior to this Agreement are retained with the following exceptions:

- 1) Those benefits abridged or modified by this Agreement or
- 2) Those changes in benefits which are not substantial and unreasonable.

Elimination or modification of rights, privileges or benefits which are substantial and unreasonable shall be subject to the Grievance Procedure.

## **ARTICLE 22**

### **MANAGEMENT RIGHTS**

#### **Section 1.**

The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (a) To the executive management and administrative control of the City government and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment and promote and transfer employees;
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
- (d) To the executive management of the Police Department by economical and efficient selection, utilization, deployment and disposition of equipment, notwithstanding any other provisions of the Agreement.

#### **Section 2.**

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and law of New Jersey and of the United States.

Section 3.

Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

**ARTICLE 23**

**RULES AND REGULATIONS**

Section 1.

The City may establish and enforce reasonable and just rules and regulations in connection with its operation of the Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the FOP and the opportunity for the discussion of the new rules and regulations shall be afforded to the FOP before implementing same.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If any employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction and may file a grievance which shall be handled in accordance with the grievance procedure set forth in Article 4 of this contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its option, to suspend or discharge the offending employee or employees, subject only to the rights of the employee or employees to have the suspension discharge treated as a grievance. This shall not operate as a stay of the suspension or discharge.

The FOP shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation of any new rule or regulation thirty (30) calendar days after the promulgation and furnishing of same to the FOP as to the reasonableness or propriety of said rule or regulation. The foregoing shall not preclude the FOP from grieveing the application or interpretation of any rule or regulation in accordance with Article 4.

**ARTICLE 24**

**PUNITIVE DAMAGES**

Section 1.

Whenever any civil action is brought against any employee covered by this Agreement for any act or omission arising out of and in the course of his/her employment, the City shall defray all costs of defending such action, if any, and shall pay any adverse judgment, save

harmless, and protect such person from any financial loss resulting therefrom. (The parties disagree concerning the scope of coverage to be provided pursuant to this Section. If a dispute should arise concerning coverage pursuant to this Section, the City and FOP agree to submit the issue to binding arbitration, in accordance with the parties' Memorandum of Agreement setting forth the terms and conditions of employment, dated February 1, 2007. No other issue regarding this Section shall be submitted to arbitration. )

#### Section 2.

When a plaintiff makes a claim for punitive damages, the City shall defend the action on behalf of the employee until all discovery, proceedings have been completed. Upon completion of discovery, the City and the FOP shall confer and if it appears that the employee did not act in a reckless or wanton manner outside the scope of his/her employment, or if it appears that such an issue is one over which reasonable persons may differ, the City shall continue to defend the action on behalf of the employee and the provisions of the preceding section shall apply. If, however, it appears that the employee acted wantonly, recklessly and outside the scope of his/her employment, the City shall not defend the action and the City shall advise the employee to retain separate counsel for the defense of the claim for punitive damages. The City shall reimburse the employee for all reasonable attorney's fees incurred and costs. In the event the plaintiff is successful at trial in the claim against the employee for punitive damages and a judgment for punitive damages is returned against the employee, the City and the employee shall have the right to appeal the judgment for punitive damages to the Appellate Division but, in the event the City and the employee do not appeal said judgment, the FOP shall have the right to submit the reasonableness of the verdict as to punitive damages to arbitration in accordance with the arbitration provisions of this Agreement. In the event the arbitrator, after reviewing the entire matter, including the trial records, finds the verdict as to punitive damages to be justified, the employee shall pay said judgment. In the event the arbitrator finds the verdict to be unjustified, the City shall pay the judgment.

### **ARTICLE 25**

### **EXTRA CONTRACT AGREEMENTS**

#### Section 1.

The City agrees not to enter into any other Agreement or contract with the employees covered by this Agreement, individually or collectively, or with any other organization which in any way conflicts with the terms and provisions of this Agreement unless the FOP agrees to any change in writing.

## **ARTICLE 26**

### **BAN ON STRIKES**

#### **Section 1.**

It is recognized that the need for continued and uninterrupted operation of the City's department and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the FOP, its officers, members, agents, or principals, will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockouts, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

#### **Section 2.**

The City shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in strike, slowdown or other such interference.

#### **Section 3.**

The FOP shall not be held liable for unauthorized acts of unit employees provided the FOP will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned and ordering all who participate in such activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances to bring about compliance with its orders.

## **ARTICLE 27**

### **DISCRIMINATION AND COERCION**

#### **Section 1.**

There shall be no discrimination, interference or coercion by the City or by any of its agents against the FOP or against the employees represented by the FOP because of membership or activity in the FOP. There shall be no discrimination or coercion by the FOP or any of its agents against any employee covered by this Agreement because of membership or non-membership in the FOP. The City shall not discriminate in favor of nor shall it assist any other labor organization which in any way affects the FOP's rights as certified representative for the period during which the FOP remains the certified representative of the employees. Neither the City nor the FOP shall discriminate against any employee because of race, creed, color, age, national origin, gender and sexual orientation. The City will cooperate with the FOP with respect to all reasonable requests concerning the FOP responsibilities as certified representative.

## **ARTICLE 28**

### **INVESTIGATIONS**

General Order 05-04 Internal Affairs and amendments are recognized as the guideline for employees regarding official investigations. A copy of this Order shall be given to every employee.

## **ARTICLE 29**

### **FOP PRIVILEGES AND RESPONSIBILITIES**

#### **Section 1.**

The FOP shall have the right to visit the Director and headquarters and other police facilities at all reasonable hours of FOP business. The FOP will not abuse this right.

#### **Section 2.**

Copies of all general orders, rules and regulations, and communications affecting wages, hours, and other terms and conditions of employment for employees covered by this Agreement shall be furnished to the FOP within twenty-four (24) hours of their promulgation.

#### **Section 3.**

The FOP may use the Department mail or message routing system and may use Departmental mailboxes. Such use shall be reasonable. The FOP shall pay for its own postage and stationery.

#### **Section 4.**

The FOP and the City shall be responsible for acquainting members and managerial personnel respectively with the provisions of this Agreement, and shall be responsible for the adherence of the terms of this Agreement by its members and managerial personnel during the life of this Agreement.

#### **Section 5.**

The FOP shall be entitled to, at the City's expense, suitable and adequate office space and three (3) full-time police officers who will function with Detective's pay, and the use of one (1) city-owned vehicle, and gas cards for thirty-five (35) gallons a month each for three (3) bargaining unit persons. Effective January 1, 2000, the FOP shall be entitled to four (4) full-time Police Officers who will function and be entitled to all privileges under this section.

#### **Section 6.**

The City shall provide the following information to the FOP in writing as soon as the information is available to the City, or as set forth hereafter:

1. Copy of Annual Report of Director when presented to Mayor and City Council.
2. Adopted Budget when prepared and distributed to City officials.
3. Annual Financial Statement, whenever submitted to State of New Jersey.
4. Copies of retirement forms when approved by Director.
5. Weekly written reports of hospitalized employees submitted to the Director.
6. All approved or disapproved requests for Leave of Absence submitted to the Director.
7. In addition, information presently provided by the Police Department will continue to be so provided.

Section 7.

The right to address police recruits shall be exercised by no other labor organization than the duly certified majority representative. It is understood and agreed between the parties herein that this provision does not apply to any other voluntary employee organization.

## **ARTICLE 30**

### **DISCIPLINE AND DISCHARGE**

Section 1.

It is agreed that nothing herein shall in any way prohibit the City from discharging or otherwise disciplining any employee regardless of seniority, for good and just cause.

Section 2.

Any actions taken by the City under this Article shall be subject to Article 4, Grievance and Arbitration, when applicable law permits.

Section 3.

A complaint charging a violation of the internal rules and regulations established for the conduct of a law enforcement unit shall be filed no later than the 45th day after the date on which the person filing the complaint obtained sufficient information to file the matter upon which the complaint is based. The 45 day time limit shall not apply if an investigation of a law enforcement officer for a violation of the internal rules or regulations of the law enforcement unit is included directly or indirectly within a concurrent investigation of that officer for a violation of the criminal laws of the state. The 45 day limit shall begin on the day after the disposition of the criminal investigation. The 45 day requirement of this paragraph for the filing of a complaint against an officer shall not apply to filing of a complaint by a private individual.

A failure to comply with said provisions as to the service of the complaint and the time within which a complaint is to be filed shall require a dismissal of the complaint.

## **ARTICLE 31**

### **MUTUAL AID**

#### **Section 1.**

Employees while rendering aid to another community are fully covered by worker's compensation and liability and pensions as provided by state law.

#### **Section 2.**

The City shall not require employees covered by this contract to be located to other communities whose police officers are engaged in a job action. This will not preclude the use of personnel of the City of Newark to assist another community when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and rules and regulations promulgated thereunder. The City shall not be required to violate any applicable statutes or court decisions.

## **ARTICLE 32**

### **SAVINGS CLAUSE**

#### **Section 1.**

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

#### **Section 2.**

In the event of such finding, the City and the FOP will agree to meet within thirty (30) days to negotiate a replacement Article or Section.

## **ARTICLE 33**

### **WAGES**

#### **Section 1.**

Wages shall be paid to all employees covered by this Agreement in accordance with Appendix A attached hereto and made a part hereof.

#### **Section 2.**

All retroactive salary increases shall be paid by a separate check and issued as soon as it may be possible.

Section 3.

All employees in the bargaining unit will receive their pay check by 3:00 P.M. every other Thursday.

Section 4.

The City will endeavor to provide a breakdown on all checks as to what is included in the pay in said check (overtime, stress/shift differential, etc.) as soon as it may be possible.

Section 5.

Any officer hired prior to September first of the year in which he/she was hired shall be given credit for a full year on guide and moved accordingly to the next step on guide. Officers hired on or after September first of any year shall remain on that step until the expiration of the next calendar year.

Section 6.

Upon execution of the bargaining Agreement, the wages shall be retroactive to the effective date of the Agreement.

Employees covered by this Agreement shall be exempt from furloughs.

## **ARTICLE 34**

### **FULLY BARGAINED PROVISIONS**

Section 1.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

## **ARTICLE 35**

### **DURATION**

#### **Section 1.**

This Agreement shall be in full force and effect as of January 1, 2009, and shall remain in effect to and including December 31, 2012, without any reopening date. On or after July 1, 2012, and prior to August 1, 2012, either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement.

Upon Execution of the Agreement, the Fraternal Order of Police, Newark Lodge No. 12 will withdraw the Unfair Labor Practice relating to the PFFS insurance matter for retirees designated under PERC Docket No. CO-2010-224.

#### **Section 2.**

The parties shall negotiate any change, modification or termination of this Agreement in accordance with applicable law.

#### **Section 3.**

The terms of this Agreement shall continue in effect during the negotiation between the parties.

## **ARTICLE 36**

### **COPIES OF AGREEMENT**

Copies of this Agreement shall be printed by a union printing shop and be book-bound. The cost of printing will be borne equally by the FOP and the City.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, at Newark, New Jersey, as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FRATERNAL ORDER OF POLICE,  
NEWARK LODGE No.12:

By: Derrick Hatcher  
Derrick Hatcher, President 2-5-10

By: Mark Odom 2-5-10  
Mark Odom, 2<sup>nd</sup> Vice President

By: Walter Melvin 2-5-10  
Walter Melvin, 3<sup>rd</sup> Vice President

By: Daniel P. Eames 2/5/10  
Daniel P. Eames, Secretary

FOR THE CITY OF NEWARK:

By: Cory A. Booker  
Hon. Cory A. Booker, Mayor

By: Robert Marasco  
Robert Marasco, City Clerk 2-11-10

By: Michelle L. Thomas B.A.  
Michelle L. Thomas, B.A.

By: Kecia Daniels  
Kecia Daniels, H.R. Director

APPROVED AS TO FORM:

By: Julien X. Neals  
Julien X. Neals, Corporation Counsel

## APPENDIX A

The salary for officers represented by Newark Lodge No. 12 shall be increased in accordance with the schedule below; All increases shall be effective on January 1, of each year of the agreement.

### FOR POLICE OFFICERS HIRED ON OR BEFORE DECEMBER 31, 1999

STEP	BASE SALARY			
	2009	2010	2011	2012
1	---	---	---	---
2	---	---	---	---
3	---	---	---	---
4	---	---	---	---
5	\$80,428.37	\$82,439.08	\$84,706.15	\$87,247.34
Sr.*	\$82,842.58	\$84,913.65	\$87,248.77	\$89,866.23

### FOR POLICE OFFICERS HIRED ON OR AFTER JANUARY 1, 2000

STEP	BASE SALARY			
	2009	2010	2011	2012
Academy**	\$31,772.86	\$32,567.18	\$33,462.78	\$34,466.66
Probationary***	\$41,013.10	\$42,038.43	\$43,194.48	\$44,490.32
1	\$48,815.94	\$50,036.34	\$51,412.34	\$52,954.71
2	\$56,006.81	\$57,406.98	\$58,985.68	\$60,755.25
3	\$63,541.84	\$65,130.39	\$66,921.47	\$68,929.12
4	\$66,269.15	\$67,925.87	\$69,793.84	\$71,887.65
Sr.*	\$82,842.58	\$84,913.65	\$87,248.77	\$89,866.23

\*Senior Step pay commences on the 1<sup>st</sup> day of the 10<sup>th</sup> year of employment.

\*\*Academy Step is the salary recruits receive while in the police academy.

\*\*\*If graduated from the police academy before September 1<sup>st</sup>, officers shall serve in Probationary Step through December 31<sup>st</sup> and, effective January 1<sup>st</sup>, they shall be placed on Step 1. If graduated after September 1<sup>st</sup>, they shall serve in Probationary Step through December 31<sup>st</sup> of that year and until the following December 31<sup>st</sup>, and then be placed on Step 1 the following January 1<sup>st</sup>.